

18/529

2005-296-C

**Robert D. Coble**  
Member  
Admitted in SC

August 28, 2006

Mr. Charles Terrini  
S.C. Public Service Commission  
South Carolina Public Service Commission  
101 Executive Center Drive, Suite 100  
Columbia, South Carolina 29210

RE: Windstream South Carolina, Inc.  
Charter Fiberlink

Dear Charlie:

I have enclosed for filing the original and two (2) copies of Amendment 1 to the Interconnection Agreement between Windstream South Carolina, Inc. and Charter Fiberlink SC.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

*Robert D. Coble*

Robert D. Coble

RDC/cb

Enclosure

cc: Ms. Daphne Duke  
Ms. Leslie Friendly

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**Amendment 1  
to the  
Interconnection Agreement  
Between  
Windstream South Carolina, Inc.  
and  
Charter Fiberlink SC\_CCO, LLC**

Pursuant to this Amendment, (the "Amendment"), Windstream South Carolina, Inc. (formerly known as Alltel South Carolina, Inc. )("Windstream")and Charter Fiberlink SC-CCO, LLC ("Charter"), hereinafter referred to collectively as the "Parties" hereby agree to amend the certain Interconnection Agreement adopted by Charter and approved by the South Carolina Public Service Commission ("Agreement").

**WHEREAS**, Windstream and Charter entered into the Agreement on October 12, 2005, and;

**WHEREAS**, subsequent to the approval of the Agreement by the South Carolina Commission, Charter notified Windstream that it desired to amend the Agreement as set forth herein; and

**NOW THEREFORE**, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties will execute this Amendment to provide for the transport and termination of Local Traffic between Charter's Customers located in the Landrum and Campobello Exchanges in South Carolina and Windstream's Customers located in the Columbus, Green Creek and Tyron Exchanges in North Carolina.
2. The transport and termination of this Local Traffic between these Exchanges listed in Section 1 above, is made pursuant to a mandatory EAS plan available to Windstream's Customers in Columbus, Green Creek and Tyron Exchanges in North Carolina, as detailed in Windstream's General Subscriber Services Tariff. In the event Windstream discontinues or is required to discontinue this EAS plan, this Amendment shall be terminated on the date Windstream discontinues or is required to discontinue this EAS plan to its Customers.
3. For the transport and termination of Local Traffic described in Section 1 of this Amendment, Charter will order and establish DS1 facilities at Windstream's Inman End Office in South Carolina for the transport of traffic to Windstream's Columbus, Green Creek and Tyron Exchanges in North Carolina.
4. The Parties further agree to amend Attachment 4, section 4.2.1 of the Agreement to state as follows: "Trunking will be established at the DS-1 level or DS-0 level, and facilities will be established at a DS-1 level or higher. All trunking will be jointly engineered to an objective P.01 grade of service. The Parties may utilize additional end office trunking depending upon traffic volume."

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5. All initially-capitalized terms not otherwise defined herein shall have the definitions assigned to such terms in the Agreement.
6. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
8. This Amendment shall be filed with and is subject to approval by the South Carolina Public Service Commission and shall become effective upon approval by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by Windstream, signing by and through its duly authorized representative, and Charter, signing by and through its duly authorized representative.

Charter Fiberlink SC-CCO, LLC

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

SVP & GM

(Print or Type)

Date: \_\_\_\_\_

8/2/06

Windstream South Carolina, Inc.

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

VP - Regulatory Strategies

(Print or Type)

Date: \_\_\_\_\_

8/17/06